

Exhibit A

SELLER CONTRACT

This Seller Contract (the "Contract") is made this 7th day of August, 1990, by and between Residential Funding Corporation, its successors and assigns ("Residential Funding") and First Republic Thrift and Loan (the "Seller").

WHEREAS, beginning no earlier than February 1, 1986, the Seller desires to sell Loans to Residential Funding, and Residential Funding desires to purchase Loans from the Seller, pursuant to the terms of this Contract and the Seller Guide, as amended from time to time.

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below, the parties agree as follows:

1. Incorporation by Reference.

The Seller acknowledges that it has received and read the Seller Guide. All provisions of the Seller Guide are incorporated by reference into this Contract, and shall be binding upon the parties. Specific reference in this Contract to particular provisions of the Seller Guide and not to other provisions does not mean that those provisions of the Seller Guide not specifically cited in this Contract are not applicable. All terms used herein shall have the same meaning as such terms have in the Seller Guide, unless the context clearly requires otherwise.

2. Amendments.

This Contract may not be amended or modified orally, and no provision of this Contract may be waived or amended except in a writing signed by the party against whom enforcement is sought. Such a written waiver or amendment must expressly reference this Contract. However, by its terms, the Seller Guide may be amended or supplemented by Residential Funding from time to time. Any such amendment(s) to the Seller Guide shall be binding upon the parties hereto.

3. Representations and Warranties.

a. Reciprocal Representations and Warranties.

The Seller and Residential Funding each represents and warrants to the other that as of the date of this Contract:

- (1) Each party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, is qualified, if necessary, to do business in each jurisdiction in which it is required to be so qualified, and has the requisite power and authority to enter into this Contract and all other agreements which are contemplated by this Contract and to carry out its obligations hereunder and under the Seller Guide.
- (2) This Contract has been duly authorized, executed and delivered by each party and constitutes a valid and legally binding agreement of each party enforceable in accordance with its terms.
- (3) There is no action, proceeding or investigation pending or threatened, nor any basis therefor known to either party, that questions the validity or prospective validity of this Contract.
- (4) Insofar as its capacity to carry out any obligation under this Contract is concerned, neither party is in violation of any charter, articles of incorporation, bylaws, mortgage, indenture, indebtedness, agreement, instrument, judgment, decree, order, statute, rule or regulation and no such obligation adversely affects its capacity to fulfill any of its promises or duties under this Contract. Its execution of, and performance pursuant to, this Contract will not result in a violation of any of the foregoing.

b. Seller's Representations, Warranties and Covenants.

In addition to the representations, warranties and covenants made by the Seller pursuant to subparagraph (a) of this paragraph 3, the Seller makes the representations, warranties and covenants set forth in the Seller Guide and, upon request, agrees to deliver to Residential Funding the certified Resolution of Board of Directors which authorizes the execution and delivery of this Contract.

4. Remedies of Residential Funding.

If an Event of Seller Default shall occur, Residential Funding may, at its option, exercise one or more of those remedies set forth in the Seller Guide.

5. Seller's Status as Independent Contractor.

At no time shall the Seller represent that it is acting as an agent of Residential Funding. The Seller shall, at all times, act as an independent contractor.

6. Termination.

This Contract may be terminated at any time by either party by sending the other party prior written notice of termination. The effective date of termination of this Contract shall be the date which is ten (10) days after the date such written notice is sent or such later date as is expressly set forth in such written notice; provided, however, that with respect to any Commitment(s) outstanding on the date of such written notice, the effective date of termination shall be the expiration date of such Commitment(s). Such termination shall not affect the performance of either party's obligations with respect to Loans delivered to Residential Funding: (i) before the effective date of such termination, or (ii) pursuant to Commitment(s) issued by Residential Funding prior to the effective date of such termination.

7. Assignment.

This Contract may not be assigned or transferred, in whole or in part, by the Seller without the prior written consent of Residential Funding. Residential Funding may sell, assign, convey, hypothecate, pledge or in any other way transfer, in whole or in part, without restriction, its rights under this Contract and the Seller Guide with respect to any Commitment or Loan. Unless Residential Funding specifies otherwise, any such sale, assignment, conveyance, hypothecation, pledge or transfer shall be effective upon written notice by Residential Funding to the Seller.

8. Notices.

All notices, requests, demands or other communications that are to be given under this Contract shall be in writing, addressed to the appropriate parties and sent by certified mail, return receipt requested, postage prepaid, to the addresses below. However, another name or address or both may be substituted by the Seller pursuant to the requirements of this paragraph 8, or by Residential Funding pursuant to an amendment to the Seller Guide.

If to Residential Funding, notice must be sent to:

Residential Funding Corporation
6420 Wilshire Boulevard
Suite 600
Los Angeles, CA 90048
Attention: Loan Service Department

If to the Seller, notice must be sent to:

First Republic Thrift and Loan
101 Pine Street
San Francisco, California 94111
Attention: Director-Loan Administration

9. Miscellaneous.

This Contract, including all documents incorporated by reference herein, constitutes the entire understanding between the parties hereto and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether written or oral, with respect to the transactions contemplated by this Contract. All section headings contained herein are for convenience only and shall not be construed as part of this Contract. This Contract shall be governed by, and construed and enforced in accordance with, applicable federal laws and the laws of the State of New York.

IN WITNESS WHEREOF, the duly authorized officers of the Seller and Residential Funding have executed this Seller Contract as of the date first above written.

ATTEST:

[Corporate Seal]
(If none, so state.)

Jeanne M. Forster

Jeanne Forster
(Typed Name)

Title: Assistant Secretary

ATTEST:

Julie A. Myers

Julie A. Myers
(Typed Name)

Title: Quality Analyst

SELLER

First Republic Thrift and Loan

(Name of Seller)

By: Katherine August
(Signature)

Katherine August
(Typed Name)

Title: Executive Vice President

RESIDENTIAL FUNDING CORPORATION

By: Jeffery E. Polkinghorne
(Signature)

Jeffery E. Polkinghorne
(Typed Name)

Title: Vice President

SERVICER CONTRACT

This Servicer Contract (the "Contract") is made this 7th day of August, 1990, by and between Residential Funding Corporation, its successors and assigns ("Residential Funding") and First Republic Thrift and Loan (the "Servicer").

WHEREAS, beginning no earlier than February 1, 1986, the Servicer desires to service Loans for Residential Funding, and Residential Funding desires to have the Servicer service various of its Loans, pursuant to the terms of this Contract and the Servicer Guide, as amended from time to time.

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below, the parties agree as follows:

1. Incorporation by Reference.

The Servicer acknowledges that it has received and read the Servicer Guide. All provisions of the Servicer Guide are incorporated by reference into this Contract, and shall be binding upon the parties. Specific reference in this Contract to particular provisions of the Servicer Guide and not to other provisions does not mean that those provisions of the Servicer Guide not specifically cited in this Contract are not applicable. All terms used herein shall have the same meaning as such terms have in the Servicer Guide, unless the context clearly requires otherwise.

2. Amendments.

This Contract may not be amended or modified orally, and no provision of this Contract may be waived or amended except in a writing signed by the party against whom enforcement is sought. Such a written waiver or amendment must expressly reference this Contract. However, by its terms, the Servicer Guide may be amended or supplemented by Residential Funding from time to time. Any such amendment(s) to the Servicer Guide shall be binding upon the parties hereto.

3. Representations and Warranties.

a. Reciprocal Representations and Warranties.

The Servicer and Residential Funding each represents and warrants to the other that as of the date of this Contract:

- (1) Each party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, is qualified, if necessary, to do business in each jurisdiction in which it is required to be so qualified, and has the requisite power and authority to enter into this Contract and all other agreements which are contemplated by this Contract and to carry out its obligations hereunder and under the Servicer Guide.
- (2) This Contract has been duly authorized, executed and delivered by each party and constitutes a valid and legally binding agreement of each party enforceable in accordance with its terms.
- (3) There is no action, proceeding or investigation pending or threatened, nor any basis therefor known to either party, that questions the validity or prospective validity of this Contract.
- (4) Insofar as its capacity to carry out any obligation under this Contract is concerned, neither party is in violation of any charter, articles of incorporation, bylaws, mortgage, indenture, indebtedness, agreement, instrument, judgment, decree, order, statute, rule or regulation and no such obligation adversely affects its capacity to fulfill any of its promises or duties under this Contract. Its execution of, and performance pursuant to, this Contract will not result in a violation of any of the foregoing.

b. Servicer's Representations, Warranties and Covenants.

In addition to the representations, warranties and covenants made by the Servicer pursuant to subparagraph (a) of this paragraph 3, the Servicer makes the representations, warranties and covenants set forth in the Servicer Guide and, upon request, agrees to deliver to Residential Funding the certified Resolution of Board of Directors which authorizes the execution and delivery of this Contract.

4. Remedies of Residential Funding.

If an Event of Servicer Default shall occur, Residential Funding may, at its option, exercise one or more of those remedies set forth in the Servicer Guide.

5. Servicer's Status as Independent Contractor.

At no time shall the Servicer represent that it is acting as an agent of Residential Funding. The Servicer shall, at all times, act as an independent contractor.

6. Termination.

This Contract may be terminated at any time by either party by sending the other party prior written notice of termination. The effective date of termination of this Contract shall be the date which is ten (10) days after the date such written notice is sent or such later date as is expressly set forth in such written notice; provided, however, that with respect to any Commitment(s) under the Seller Guide outstanding on the date of such written notice, the effective date of termination shall be the expiration date of such Commitment(s). Such termination shall not affect the performance of either party's obligations with respect to Loans delivered to Residential Funding: (i) before the effective date of such termination, or (ii) pursuant to Commitment(s) under the Seller Guide issued by Residential Funding prior to the effective date of such termination.

7. Assignment.

This Contract may not be assigned or transferred, in whole or in part, by the Servicer without the prior written consent of Residential Funding. Residential Funding may sell, assign, convey, hypothecate, pledge, or in any other way transfer, in whole or in part, without restriction, its rights under this Contract and the Servicer Guide with respect to any Commitment or Loan. Unless Residential Funding specifies otherwise, any such sale, assignment, conveyance, hypothecation, pledge or transfer shall be effective upon written notice by Residential Funding to the Servicer.

8. Notices.

All notices, requests, demands or other communications that are to be given under this Contract shall be in writing, addressed to the appropriate parties and sent by certified mail, return receipt requested, postage prepaid, to the address below. However, another name or address or both may be substituted by the Servicer pursuant to the requirements of this paragraph 8, or by Residential Funding pursuant to an amendment to the Servicer Guide.

If to Residential Funding, notice must be sent to:

Residential Funding Corporation
6420 Wilshire Boulevard
Suite 600
Los Angeles, CA 90048
Attention: Loan Service Department

If to the Servicer, notice must be sent to:

First Republic Thrift and Loan
101 Pine Street
San Francisco, California 94111
Attention: Director-Loan Administration

9. Miscellaneous.

This Contract, including all documents incorporated by reference herein, constitutes the entire understanding between the parties hereto and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether written or oral, with respect to the transactions contemplated by this Contract. All section headings contained herein are for convenience only and shall not be construed as part of this Contract. This Contract shall be governed by, and construed and enforced in accordance with, applicable federal laws and the laws of the State of New York.

IN WITNESS WHEREOF, the duly authorized officers of the Servicer and Residential Funding have executed this Servicer Contract as of the date first above written.



Jeanne M. Forster
Jeanne Forster
(Typed Name)

Title: Assistant Secretary

ATTEST:

Julie A. Myers
Julie A. Myers
(Typed Name)

Title: Quality Analyst

SERVICER

First Republic Thrift and Loan
(Name of Servicer)
By: Katherine August
(Signature)

Katherine August
(Typed Name)

Title: Executive Vice President

RESIDENTIAL FUNDING CORPORATION

By: Jeffery E. Polkinghorne
(Signature)
Jeffery E. Polkinghorne
(Typed Name)

Title: Vice President

CERTIFIED SELLER CONTRACT ADDENDUM

This Certified Seller Contract Addendum (the "Contract Addendum") is made this 7th day of August, 19 90, by and between Residential Funding Corporation, its successors and assigns ("Residential Funding") and First Republic Thrift and Loan (the "Seller").

WHEREAS, on August 7th, 19 90, the parties entered into a Seller Contract (the "Contract") governing the sale of Loans by the Seller to Residential Funding, and

WHEREAS, the parties now desire to amend the Contract to reflect their additional obligations resulting from the Seller becoming a Certified Seller.

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below, the parties, desiring to amend the Contract, do hereby agree as follows:

1. The Seller acknowledges that it has received and read the Certified Seller Part of the Seller Guide. All Loans sold to Residential Funding by the Seller as a Certified Seller shall be governed by the Contract, this Contract Addendum, and the Seller Guide, including without limitation the Certified Seller Part of the Seller Guide, as amended from time to time.
2. This Contract Addendum shall be effective as of August 7th, 19 90, and it may be terminated by either party upon written notice to the other. Such termination shall be effective upon receipt, and shall terminate the Seller's status as a Certified Seller without terminating the Contract or otherwise affecting its status as a Seller.
3. Except as provided herein, the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the Seller and Residential Funding have executed this Contract Addendum as of the date first above written.

SELLER

ATTEST:

[Corporate Seal]

(If none, so state.)

By: Jeanne M Forster

(Signature)

Jeanne Forster

(Typed Name)

Title: Assistant Secretary

First Republic Thrift and Loan

(Name of Seller)

By: Katherine August

(Signature)

Katherine August

(Typed Name)

Title: Executive Vice President

ATTEST:

By: Julie A. Myers

(Signature)

Julie A. Myers

(Typed Name)

Title: Quality Analyst

By: Jeffery E. Polkinghorne

(Signature)

Jeffery E. Polkinghorne

(Typed Name)

Title: Vice President

SELLER/SERVICER CONTRACT

GMAC RFC

This Seller/Service Contract (as may be amended, supplemented or otherwise modified from time to time, this "Contract") is made this 24TH day of AUGUST, 19 92, by and between Residential Funding Corporation, its successors and assigns ("Residential Funding®") and FIRST REPUBLIC THRIFT & LOAN (the "Seller/Service", and, together with Residential Funding, the "parties" and each, individually, a "party").

WHEREAS, the Seller/Service desires to sell Loans to, and/or service Loans for, Residential Funding, and Residential Funding desires to purchase Loans from the Seller/Service and/or have the Seller/Service service various of its Loans, pursuant to the terms of this Contract and the Residential Funding Seller and Service Guides incorporated herein by reference, as amended, supplemented or otherwise modified, from time to time (together, the "Guides").

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below, the parties agree as follows:

1. Incorporation of Guides by Reference.

The Seller/Service acknowledges that it has received and read the Guides. All provisions of the Guides are incorporated by reference into and made a part of this Contract, and shall be binding upon the parties; *provided, however*, that the Seller/Service shall be entitled to sell Loans to and/or service Loans for Residential Funding only if and for so long as it shall have been authorized to do so by Residential Funding in writing; *provided, further* that if the Seller/Service does not service Loans for Residential Funding, the provisions of the Residential Funding Service Guide shall be inapplicable, and if the Seller/Service does not sell Loans to Residential Funding, the provisions of the Residential Funding Seller Guide shall be inapplicable, in each case until such time as the Seller/Service does service Loans for or, as appropriate, does sell Loans to Residential Funding. Specific reference in this Contract to particular provisions of the Guides and not to other provisions does not mean that those provisions of the Guides not specifically cited in this Contract are not applicable. All terms used herein shall have the same meanings as such terms have in the Guides, unless the context clearly requires otherwise.

2. Amendments.

This Contract may not be amended or modified orally, and no provision of this Contract may be waived or amended except in writing signed by the party against whom enforcement is sought. Such a written waiver or amendment must expressly reference this Contract. However, by their terms, the Guides may be amended or supplemented by Residential Funding from time to time. Any such amendment(s) to the Guides shall be binding upon the parties hereto.

3. Representations and Warranties.

a. Reciprocal Representations and Warranties.

The Seller/Service and Residential Funding each represents and warrants to the other that as of the date of this Contract:

- (1) Each party is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, is qualified, if necessary, to do business in each jurisdiction in which it is required to be so qualified, and has the requisite power and authority to enter into this Contract and all other agreements which are contemplated by this Contract and to carry out its obligations hereunder and under the Guides.
- (2) This Contract has been duly authorized, executed and delivered by each party and constitutes a valid and legally binding agreement of each party enforceable in accordance with its terms.
- (3) There is no action, proceeding or investigation pending or threatened, nor any basis therefor known to either party, that questions the validity or prospective validity of this Contract.

(4) Insofar as its capacity to carry out any obligation under this Contract is concerned, neither party is in violation of any charter, articles of incorporation, bylaws, mortgage, indenture, indebtedness, agreement, instrument, judgment, decree, order, statute, rule or regulation and no such obligation adversely affects its capacity to fulfill any of its promises or duties under this Contract. Its execution of, and performance pursuant to, this Contract will not result in a violation of any of the foregoing.

b. *Seller/Service's Representations, Warranties and Covenants.*

In addition to the representations, warranties and covenants made by the Seller/Service pursuant to subparagraph (a) of this paragraph 3, the Seller/Service makes the representations, warranties and covenants set forth in the Guides and, upon request, agrees to deliver to Residential Funding the certified Resolution of Board of Directors which authorizes the execution and delivery of this Contract.

4. Remedies of Residential Funding.

If an Event of Seller Default, or an Event of Service Default shall occur, Residential Funding may, at its option, exercise one or more of those remedies set forth in the Guides.

5. Seller/Service's Status as Independent Contractor.

At no time shall the Seller/Service represent that it is acting as an agent of Residential Funding. The Seller/Service shall, at all times, act as an independent contractor.

6. Prior Agreements Superseded.

This Contract restates, amends and supersedes any and all prior Seller Contracts or Service Contracts between the parties except that any subservicing agreement executed by the Seller/Service in connection with any loan-security exchange transaction shall not be affected.

7. Assignment.

This Contract may not be assigned or transferred, in whole or in part, by the Seller/Service without the prior written consent of Residential Funding. Residential Funding may sell, assign, convey, hypothecate, pledge or in any other way transfer, in whole or in part, without restriction, its rights under this Contract and the Guides with respect to any Commitment or Loan. Unless Residential Funding specifies otherwise, any such sale, assignment, conveyance, hypothecation, pledge or transfer shall be effective upon written notice by Residential Funding to the Seller/Service.

8. Notices.

All notices, requests, demands or other communications that are to be given under this Contract shall be in writing, addressed to the appropriate parties and sent by certified mail, return receipt requested, postage prepaid, to the addresses below. However, another name or address or both may be substituted by the Seller/Service pursuant to the requirements of this paragraph 8, or by Residential Funding pursuant to an amendment to the Guides.

If to Residential Funding, notice must be sent to the appropriate address specified in the Guides.

If to the Seller/Service, notice must be sent to:

FIRST REPUBLIC THRIFT & LOAN

388 MARKET ST., 2ND FLOOR

SAN FRANCISCO, CA 94111

Attention: KATHERINE AUGUST

9. Jurisdiction and Venue.

Each of the parties irrevocably submits to the jurisdiction of any state or federal court located in Hennepin County, Minnesota, over any action, suit or proceeding to enforce or defend any right under this Contract or otherwise arising from any loan sale or servicing relationship existing in connection with this Contract, and each of the parties irrevocably agrees that all claims in respect of any such action or proceeding may be heard or determined in such state or federal court. Each of the parties irrevocably waives the defense of an inconvenient forum to the maintenance of any such action or proceeding and any other substantive or procedural rights or remedies it may have with respect to the maintenance of any such action or proceeding in any such forum. Each of the parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Each of the parties further agrees not to institute any legal actions or proceedings against the other party or any director, officer, employee, attorney, agent or property of the other party, arising out of or relating to this Contract in any court other than as hereinabove specified in this paragraph 9.

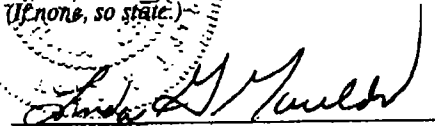
10. Miscellaneous.

This Contract, including all documents incorporated by reference herein, constitutes the entire understanding between the parties hereto and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether written or oral, with respect to the transactions contemplated by this Contract. All section headings contained herein are for convenience only and shall not be construed as part of this Contract. Any provision of this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and, to this end, the provisions hereof are severable. This Contract shall be governed by, and construed and enforced in accordance with, applicable federal laws and the laws of the State of Minnesota.

IN WITNESS WHEREOF, the duly authorized officers of the Seller/Service and Residential Funding have executed this Seller/Service Contract as of the date first above written.

ATTEST:

[Corporate Seal]
(If none, so state.)

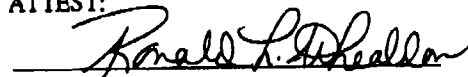


LINDA MOULDS

(Typed Name)

Title: VICE PRESIDENT

ATTEST:



Ronald L. Whealdon

(Typed Name)

Title: Compliance Coordinator

SELLER/SERVICER

FIRST REPUBLIC THRIFT & LOAN

(Name of Seller/Service)

By: KATHERINE AUGUST

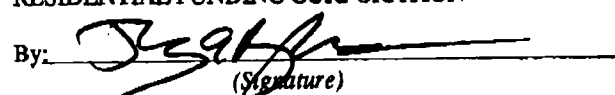
(Signature)

EXECUTIVE VICE PRESIDENT

(Typed Name)

Title: _____

RESIDENTIAL FUNDING CORPORATION

By: 

Jeffery E. Polkinghorne

(Typed Name)

Title: Vice President

CERTIFIED SELLER CONTRACT ADDENDUM

This Certified Seller Contract Addendum (the "Contract Addendum") is made this 24TH day of AUGUST, 19 92, by and between Residential Funding Corporation, its successors and assigns ("Residential Funding®") and FIRST REPUBLIC THRIFT & LOAN (the "Seller").

WHEREAS, on AUGUST 7, 19 90, the parties entered into a Seller Contract (the "Contract") governing the sale of Loans by the Seller to Residential Funding, and

WHEREAS, the parties now desire to amend the Contract to reflect their additional obligations resulting from the Seller becoming a Certified Seller.

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below, the parties, desiring to amend the Contract, do hereby agree as follows:

1. The Seller acknowledges that it has received and read the Certified Seller Part of the Seller Guide. All Loans sold to Residential Funding by the Seller as a Certified Seller shall be governed by the Contract, this Contract Addendum, and the Seller Guide, including without limitation the Certified Seller Part of the Seller Guide, as amended from time to time.
2. This Contract Addendum shall be effective as of AUGUST 24, 19 92, and it may be terminated by either party upon written notice to the other. Such termination shall be effective upon receipt, and shall terminate the Seller's status as a Certified Seller without terminating the Contract or otherwise affecting its status as a Seller.
3. Except as provided herein, the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the Seller and Residential Funding have executed this Contract Addendum as of the date first above written.

ATTEST:

SELLER

[Corporate Seal]

(If none so state.)

By:



(Signature)

LINDA MOULDS

(Typed Name)

Title:

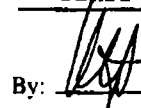
VICE PRESIDENT

ATTEST:

FIRST REPUBLIC THRIFT & LOAN

(Name of Seller)

By:



(Signature)

KATHERINE AUGUST

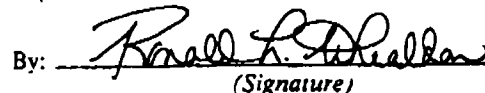
(Typed Name)

Title:

EXECUTIVE VICE PRESIDENT

RESIDENTIAL FUNDING CORPORATION

By:



(Signature)

Ronald L. Whealdon

(Typed Name)

Title:

Compliance Coordinator

By:



(Signature)

Jeffery E. Polkinghorne

(Typed Name)

Title:

Vice President

Seller/Service Contract

This Seller/Service Contract (as may be amended, supplemented or otherwise modified from time to time, this "Contract") is made this 1st day of November, 1996, by and between Residential Funding Corporation, its successors and assigns ("Residential Funding"), and First Republic Savings Bank (the "Customer", and, together with Residential Funding, the "parties" and each, individually, a "party").

WHEREAS, the Customer desires to sell Loans to, and/or service Loans for, Residential Funding, and Residential Funding desires to purchase Loans from, and/or have the Customer service Loans for, Residential Funding, pursuant to the terms of this Contract and the Guides (as that term is defined below).

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below, the parties agree as follows:

1. Incorporation of Guides by Reference.

Residential Funding has approved the Customer to sell Loans to, and/or service Loans for, Residential Funding under the Guide(s) checked below. Each Guide that is checked below (as each may be amended, supplemented or otherwise modified from time to time, together, the "Guides"), is hereby incorporated into this Contract by reference and for all purposes made a part hereof.

The Customer has been approved by Residential Funding to sell Loans to and/or service Loans for Residential Funding, as indicated below, under the following Guide(s):

STATUS	APPLICABLE GUIDES
<input type="checkbox"/> Seller Only	<input checked="" type="checkbox"/> Seller Guide
<input type="checkbox"/> Servicer Only	<input type="checkbox"/> AlterNet Seller Guide
<input checked="" type="checkbox"/> Seller and Servicer	<input type="checkbox"/> RFC Direct Seller Guide
	<input checked="" type="checkbox"/> Servicer Guide

If a box next to a Guide shown above has not been checked, the Customer has not been approved by Residential Funding to sell Loans to, or, as appropriate, service Loans for, Residential Funding, under that Guide(s) at this time; but, Residential Funding may in the exercise of its sole discretion approve the Customer to sell Loans to, or, as appropriate, service Loans for, Residential Funding under that Guide(s) at some time in the future and the Customer will be authorized to do so upon the execution and delivery by both Residential Funding and the Customer of an addendum to this Contract in a form provided to the Customer by Residential Funding containing that approval and incorporating that Guide(s) into this Contract by reference.

The Customer acknowledges that it has received and read the Guides. All provisions of the Guides are incorporated by reference into and made a part of this Contract, and shall be binding upon the parties; *provided, however*, that the Customer shall be entitled to sell Loans to and/or service Loans for Residential Funding only if and for so long as it shall have been authorized to do so by Residential Funding in writing. Specific reference in this Contract to particular provisions of the Guides and not to other provisions does not mean that those provisions of the Guides not specifically cited in this Contract are not applicable. All terms used herein shall have the same meanings as such terms have in the Guides, unless the context clearly requires otherwise.

2. Amendments.

This Contract may not be amended or modified orally, and no provision of this Contract may be waived or amended except in writing signed by the party against whom enforcement is sought. Such a written waiver or amendment must expressly reference this Contract. However, by their terms, the Guides may be amended, modified or supplemented by Residential Funding from time to time. Any such amendment(s) to the Guides shall be binding upon the parties hereto.

3. Representations and Warranties.

a. Reciprocal Representations and Warranties.

The Customer and Residential Funding each represents and warrants to the other that as of the date of this Contract:

- (1) Each party is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, is qualified, if necessary, to do business and in good standing in each jurisdiction in which it is

required to be so qualified, and has the requisite power and authority to enter into this Contract and all other agreements which are contemplated by this Contract and to carry out its obligations hereunder and under the Guides and under such other agreements.

- (2) This Contract has been duly authorized, executed and delivered by each party and constitutes a valid and legally binding agreement of each party enforceable in accordance with its terms.
- (3) There is no action, proceeding or investigation pending or threatened, and no basis therefor is known to either party, that could affect the validity or prospective validity of this Contract.
- (4) Insofar as its capacity to carry out any obligation under this Contract is concerned, neither party is in violation of any charter, articles of incorporation, bylaws, mortgage, indenture, indebtedness, agreement, instrument, judgment, decree, order, statute, rule or regulation and none of the foregoing adversely affects its capacity to fulfill any of its obligations under this Contract. Its execution of, and performance pursuant to, this Contract will not result in a violation of any of the foregoing.

b. Customer's Representations, Warranties and Covenants.

In addition to the representations, warranties and covenants made by the Customer pursuant to subparagraph (a) of this paragraph 3, the Customer makes the representations, warranties and covenants set forth in the Guides and agrees to deliver to Residential Funding the certified Resolution of Board of Directors which authorizes the execution and delivery of this Contract.

4. Remedies of Residential Funding.

If an Event of Seller Default or Event of Servicer Default shall occur, Residential Funding may, at its option, exercise one or more of the remedies set forth in the Guides.

5. Customer's Status as Independent Contractor.

At no time shall the Customer represent that it is acting as an agent of Residential Funding. The Customer shall, at all times, act as an independent contractor.

6. Prior Agreements Superseded.

This Contract restates, amends and supersedes any and all prior Seller/Servicer Contracts, Seller Contracts or Servicer Contracts between the parties except that any subservicing agreement executed by the Customer in connection with any loan-security exchange transaction shall not be affected.

7. Assignment.

This Contract may not be assigned or transferred, in whole or in part, by the Customer without the prior written consent of Residential Funding. Residential Funding may sell, assign, convey, hypothecate, pledge or in any other way transfer, in whole or in part, without restriction, its rights under this Contract and the Guides with respect to any Commitment or Loan.

8. Notices.

All notices, requests, demands or other communications that are to be given under this Contract shall be in writing, addressed to the appropriate parties and sent by telefacsimile, by overnight courier or by first class United States mail, postage prepaid, to the addresses and telefacsimile numbers specified below. However, another name, address and/or telefacsimile number may be substituted by the Customer pursuant to the requirements of this paragraph 8, or by Residential Funding pursuant to an amendment to the Guides.

If to Residential Funding, notices must be sent to the appropriate address or telefacsimile number specified in the Guides.

If to the Customer, notices must be sent to:

First Republic Savings Bank

101 Pine Street

San Francisco, CA 94111

Attention: Servicing Manager

Telefacsimile Number: (415) 392-4405

9. Jurisdiction and Venue.

Each of the parties irrevocably submits to the jurisdiction of any state or federal court located in Hennepin County, Minnesota, over any action, suit or proceeding to enforce or defend any right under this Contract or otherwise arising from any loan sale or servicing relationship existing in connection with this Contract, and each of the parties irrevocably agrees that all claims in respect of any such action or proceeding may be heard or determined in such state or federal court. Each of the parties irrevocably waives the defense of an inconvenient forum to the maintenance of any such action or proceeding and any other substantive or procedural rights or remedies it may have with respect to the maintenance of any such action or proceeding in any such forum. Each of the parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Each of the parties further agrees not to institute any legal actions or proceedings against the other party or any director, officer, employee, attorney, agent or property of the other party, arising out of or relating to this Contract in any court other than as hereinabove specified in this paragraph 9.

10. Miscellaneous.

This Contract, including all documents incorporated by reference herein, constitutes the entire understanding between the parties hereto and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether written or oral, with respect to the transactions contemplated by this Contract. All paragraph headings contained herein are for convenience only and shall not be construed as part of this Contract. Any provision of this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and, to this end, the provisions hereof are severable. This Contract shall be governed by, and construed and enforced in accordance with, applicable federal laws and the laws of the State of Minnesota.

This Contract shall be of no force and effect unless and until it has been executed by both parties.

IN WITNESS WHEREOF, the duly authorized officers of the Customer and Residential Funding have executed this Contract as of the date first above written.

[Corporate Seal]

(if none, so state)

ATTEST:

By: 

(Signature)

Name: Edward Dobranski

(Typed or Printed)

Title: Vice President & General Counsel

CUSTOMER

First Republic Savings Bank

(Name of Customer)

By: 

(Signature)

Name: Katherine August-deWilde

(Typed or Printed)

Title: Executive Vice President

ATTEST:

By: 

(Signature)

Name: Dana Stoneback

(Typed or Printed)

Title: Associate

RESIDENTIAL FUNDING CORPORATION

By: 

(Signature)

Name: Mark J. Buckman

(Typed or Printed)

Title: Director



FIRST REPUBLIC BANK
It's a privilege to serve you™

September 23, 1998

Residential Funding Corporation
8400 Normandale Lake Blvd., Suite 600
Minneapolis, MN 55437

RE: Assumption by First Republic Bank of Obligations of First Republic Savings Bank
to Residential Funding Corporation ("RFC")

Ladies and Gentlemen:

This letter (this "letter Agreement") shall serve to evidence and confirm our agreement with respect to the referenced matter.

First Republic Savings Bank merged into First Republic Bank with First Republic Bank being the surviving entity. In consideration of RFC's agreement to permit First Republic Bank to assume the servicing of certain loans serviced for RFC by First Republic Savings Bank, First Republic Bank has agreed to assume certain obligations of First Republic Savings Bank to RFC.

Accordingly, First Republic Bank hereby agrees to assume full liability for the making and performance of all agreements, covenants, representations and warranties made by First Republic Savings Bank in favor of RFC that in any way relate to or otherwise affect any loans sold by First Republic Savings Bank to, or serviced by First Republic Savings Bank for, RFC. The aforesaid assumption agreement shall cover all obligations and liabilities, whether now existing or hereafter arising, with respect to the assumed agreements, covenants, representations and warranties, including, but not limited to, those contained in the Seller/Service Contract dated November 1, 1996, between RFC and First Republic Savings Bank, and the RFC Seller Guide incorporated therein by reference, as amended, supplemented, restated or otherwise modified from time to time, and the RFC Service Guide incorporated therein by reference, as amended, supplemented, restated or otherwise modified from time to time.

This letter agreement shall be in favor of, and inure to the benefit of, RFC and its successors and assigns.

Very truly yours,

First Republic Bank

By: 

Name: Cathy Myers

Title: Vice President

San Francisco

Los Angeles

Beverly Hills

San Diego

Las Vegas

New York

ADMINISTRATIVE OFFICES

388 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94111, TEL (415) 392-1400 OR (800) 392-1400, FAX (415) 392-1413

A NEW YORK STOCK EXCHANGE COMPANY • MEMBER FDIC



FIRST REPUBLIC
BANCORP INC.

**First Republic's Stockholders Approve Holding Company Merger
and Conversion to a Commercial Bank**

NYSE - FRC

San Francisco, California - September 3, 1997 - First Republic Bancorp Inc. announced today that its stockholders have approved a corporate reorganization that will eliminate its existing holding company structure by merging the holding company into its sole subsidiary and also will effect the conversion of the subsidiary to a commercial bank. The newly restructured corporation will be named First Republic Bank.

Each outstanding share of First Republic Bancorp's common stock will automatically be converted into one share of First Republic Bank common stock on the date the merger becomes effective (presently expected to be September 12, 1997). The shares will continue to trade on the New York Stock Exchange and the Pacific Exchange under the "FRC" symbol.

"With their vote, our Stockholders have supported our effort to expand the products and services we can offer our customers in California and Nevada," said James H. Herbert, II, President and Chief Executive Officer of the Company. The conversion will permit First Republic Bank to offer a broader range of financial services, including demand deposit checking accounts to corporations and partnerships.

Mr. Herbert noted that the reorganization and removal of the holding company would "eliminate redundant activities and lead to managerial, operational and administrative efficiencies."

First Republic Bancorp has total assets of \$2.2 billion and functions as a direct lender as well as a mortgage banker through its FDIC-insured, Nevada chartered thrift company subsidiary. First Republic provides both loan and deposit services from thirteen locations in San Francisco, Los Angeles, Beverly Hills and San Diego, California and in Las Vegas, Nevada.

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For further information call:
Mr. Owen Blicksilver
Principal Communications
875 3rd Avenue
New York, NY 10022
(212)303-7603

588 Market Street, San Francisco, CA 94111. Telephone (415) 392-1400 or (800) 392-1400. Fax (415) 392-1413

First Republic Bancorp Inc., a New York Stock Exchange company.

San Francisco Los Angeles Beverly Hills San Diego Las Vegas



September 4, 1997

Ms. Martha Morse
Director
Residential Funding Corporation
1646 North California Blvd.
Suite 400
Walnut Creek CA 94596

Dear Martha:

Seller / Servicer Number 550
First Republic Savings Bank, Nevada

This is to advise you that effective September 12, 1997, First Republic Bancorp, parent of First Republic Savings Bank, will be transferring all of its assets and liabilities to its subsidiary, First Republic Savings Bank, chartered in the state of Nevada.

Simultaneously with this merger, First Republic Savings Bank will convert to a Nevada state bank charter and will change its name to First Republic Bank.

We are attaching a copy of the consolidated financial statement as of June 30, 1997. As you can see, this reorganization does not adversely affect the excellent financial status of First Republic; and all existing obligations and outstanding contracts of First Republic Savings Bank are unaffected thereby.

In addition, the current management of First Republic Savings Bank will continue to manage the merged entity. Please note this is not a transfer of servicing. Mortgage loan servicing will be performed by the same group of people, using the same servicing vendor currently in place. You should expect to see no change in the quality of service.

Please advise me of any further steps that we must take to ensure your immediate approval of this status change. My direct line is 415/296-3775.

Sincerely,

Cathy Myers
Director of Secondary Marketing
Enc.

cc: Edward J. Dobranski, Senior Vice President and General Counsel

Administrative Offices
388 Market Street, San Francisco, CA 94111, Telephone (415) 392-1400 or (800) 392-1400, Fax (415) 392-1413

A subsidiary of First Republic Bancorp Inc., a New York Stock Exchange company.
San Francisco Los Angeles Beverly Hills San Diego Las Vegas



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